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Attorney for Plaintiff,
 DIGITECH IMAGE TECHNOLOGIES, LLC

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

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| <p>DIGITECH IMAGE TECHNOLOGIES, LLC,</p> <p>Plaintiff,</p> <p>v.</p> <p>ELECTRONICS FOR IMAGING, INC.,</p> <p>Defendant.</p> | <p>CASE NO. SACV 12-01324-ODW (MRWx)</p> <p>[PROPOSED] STIPULATED PROTECTIVE ORDER</p> <p>Judge: Hon. Otis D. Wright, II</p> |
| <p>DIGITECH IMAGE TECHNOLOGIES, LLC,</p> <p>Plaintiff,</p> <p>v.</p> <p>PANASONIC CORPORATION and PANASONIC CORPORATION OF NORTH AMERICA,</p> <p>Defendant.</p> | <p>CASE NO. SACV 12-01667-ODW (MRWx)</p> <p>[PROPOSED] STIPULATED PROTECTIVE ORDER</p> <p>Judge: Hon. Otis D. Wright, II</p> |

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| 1 2 3 4 5 6 7 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. BUY.COM, INC., Defendant. | CASE NO. SACV 12-01668-ODW (MRW _x) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 8 9 10 11 12 13 14 15 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. BEST BUY CO., INC.; BEST BUY STORES, LP; BESTBUY.COM LLC, Defendants. | CASE NO. SACV 12-01669-ODW (MRW _x) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 16 17 18 19 20 21 22 23 24 25 26 27 28 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. CANON INC. and CANON U.S.A., INC., Defendants. | CASE NO. SACV 12-01670-ODW (MRW _x) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |

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| 1 2 3 4 5 6 7 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. B&H FOTO & ELECTRONICS CORP., Defendant. | CASE NO. SACV 12-01671-ODW (MRW _x) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 8 9 10 11 12 13 14 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. SAKAR INTERNATIONAL, INC. d/b/a VIVITAR, Defendant. | CASE NO. 8:12-CV-01673-ODW (MRW _x) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 15 16 17 18 19 20 21 22 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. LEAF IMAGING LTD (d/b/a Mamiyaleaf), and MAMIYA AMERICA CORPORATION, Defendants. | CASE NO. 8:12-CV-01675-ODW (MRW) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |

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| 1 2 3 4 5 6 7 8 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. OLYMPUS CORPORATION AND OLYMPUS IMAGING AMERICA, INC., Defendant. | CASE NO. SACV 12-01676-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 9 10 11 12 13 14 15 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. LEICA CAMERA AG and LEICA CAMERA INC., Defendants. | CASE NO. SACV 12-01677-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 16 17 18 19 20 21 22 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. SONY CORPORATION; SONY CORPORATION OF AMERICA; and SONY ELECTRONICS INC., Defendants. | CASE NO. SACV 12-01678-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 23 24 25 26 27 28 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. FUJIFILM CORPORATION, Defendant. | CASE NO. SACV 12-01679-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |

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| 1 2 3 4 5 6 7 8 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. GENERAL IMAGING CO., Defendants. | CASE NO. 8:12-cv-01680-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 9 10 11 12 13 14 15 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. SIGMA CORPORATION ET AL., Defendant(s). | CASE NO. SACV 12-01681-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 16 17 18 19 20 21 22 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. TARGET CORPORATION, Defendant. | CASE NO. SACV 12-01683-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 23 24 25 26 27 28 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. NIKON CORPORATION AND NIKON INC., Defendant. | CASE NO. SACV 12-01685-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |

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| 1 | DIGITECH IMAGE | CASE NO. SACV 12-01686-ODW |
| 2 | TECHNOLOGIES, LLC, | (MRWx) |
| 3 | Plaintiff, | |
| 4 | v. | [PROPOSED] STIPULATED |
| 5 | MICRO ELECTRONICS, INC., | PROTECTIVE ORDER |
| 6 | Defendant. | Judge: Hon. Otis D. Wright, II |
| 7 | | |
| 8 | DIGITECH IMAGE | CASE NO. SACV 12-01687-ODW |
| 9 | TECHNOLOGIES, LLC, | (MRWx) |
| 10 | Plaintiff, | |
| 11 | v. | [PROPOSED] STIPULATED |
| 12 | OVERSTOCK.COM, INC., | PROTECTIVE ORDER |
| 13 | Defendant. | |
| 14 | | Judge: Hon. Otis D. Wright, II |
| 15 | DIGITECH IMAGE | CASE NO. SACV 12-01688-ODW |
| 16 | TECHNOLOGIES, LLC, | (MRWx) |
| 17 | Plaintiff, | |
| 18 | v. | [PROPOSED] STIPULATED |
| 19 | NEWEGG INC. and | PROTECTIVE ORDER |
| 20 | NEWEGG.COM INC., | |
| 21 | Defendants. | Judge: Hon. Otis D. Wright, II |
| 22 | NEWEGG INC. | |
| 23 | Counter-Plaintiff, | |
| 24 | v. | |
| 25 | DIGITECH IMAGE | |
| 26 | TECHNOLOGIES, LLC | |
| 27 | and ACACIA RESEARCH | |
| 28 | CORPORATION | |
| | Counter-Defendants. | |

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| 1 | DIGITECH IMAGE | CASE NO. SACV 12-01689-ODW |
| 2 | TECHNOLOGIES, LLC, | (MRW _x) |
| 3 | Plaintiff, | |
| 4 | v. | [PROPOSED] STIPULATED |
| 5 | PENTAX RICOH IMAGING | PROTECTIVE ORDER |
| 6 | COMPANY, LTD., PENTAX | |
| 7 | RICOH IMAGING AMERICAS | |
| 8 | CORP., RICOH COMPANY, | Judge: Hon. Otis D. Wright, II |
| 9 | LTD., AND RICOH AMERICAS | |
| 10 | CORP., | |
| 11 | Defendants. | |
| 12 | DIGITECH IMAGE | CASE NO. SACV 12-01693-ODW |
| 13 | TECHNOLOGIES, LLC, | (MRW _x) |
| 14 | Plaintiff, | |
| 15 | v. | [PROPOSED] STIPULATED |
| 16 | XEROX CORPORATION, | PROTECTIVE ORDER |
| 17 | Defendant. | |
| 18 | | Judge: Hon. Otis D. Wright, II |
| 19 | DIGITECH IMAGE | CASE NO. SACV 12-01694-ODW |
| 20 | TECHNOLOGIES, LLC, | (MRW _x) |
| 21 | Plaintiff, | |
| 22 | v. | [PROPOSED] STIPULATED |
| 23 | KONICA MINOLTA BUSINESS | PROTECTIVE ORDER |
| 24 | SOLUTIONS, U.S.A., INC., | |
| 25 | Defendants. | Judge: Hon. Otis D. Wright, II |
| 26 | DIGITECH IMAGE | CASE NO. SACV 12-01695-ODW |
| 27 | TECHNOLOGIES, LLC, | (MRW _x) |
| 28 | Plaintiff, | |
| | v. | [PROPOSED] STIPULATED |
| | CDW LLC, | PROTECTIVE ORDER |
| | Defendant(s). | |
| | | Judge: Hon. Otis D. Wright, II |

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| 1 2 3 4 5 6 7 8 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. VICTOR HASSELBLAD AB and HASSELBLAD USA INC., Defendants. | CASE NO. 8:12-cv-01696-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 9 10 11 12 13 14 15 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. CASIO COMPUTER CO LTD, CASIO AMERICA, INC., Defendants. | CASE NO. SACV 12-01697-ODW (MRW) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 16 17 18 19 20 21 22 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. ASUS COMPUTER INTERNATIONAL and ASUSTEK COMPUTER INC., Defendants. | CASE NO. SACV 12-02122 ODW (SSx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |
| 23 24 25 26 27 28 | DIGITECH IMAGE TECHNOLOGIES, LLC, Plaintiff, v. MOTOROLA MOBILITY LLC, et al., Defendants. | CASE NO. SACV 12-02123-ODW (MRWx) [PROPOSED] STIPULATED PROTECTIVE ORDER Judge: Hon. Otis D. Wright, II |

DIGITECH IMAGE
TECHNOLOGIES, LLC,

Plaintiff,

v.

APPLE, INC.

Defendants.

CASE NO. SACV 12-02125 ODW
(MRWx)

[PROPOSED] STIPULATED
PROTECTIVE ORDER

Judge: Hon. Otis D. Wright, II

Plaintiff Digitech Image Technologies, LLC (“Plaintiff”) and Defendants Defendants Electronics for Imaging, Inc., Panasonic Corporation, Panasonic Corporation of North America, Buy.com, Inc., Best Buy Co., Inc., Best Buy Stores, LP; Bestbuy.com LLC, Canon Inc., Canon U.S.A., Inc., B & H Foto & Electronics Corp., Sakar International, Inc. d/b/a Vivitar, Leaf Imaging LTD (d/b/a Mamiyaleaf), Mamiya America Corporation, Olympus Corporation, Olympus Imaging America, Inc., Leica Camera AG, Leica Camera Inc., Sony Corporation, Sony Corporation of America, Sony Electronics, Inc., Fujifilm Corporation, General Imaging Co., Sigma Corporation et al., Target Corporation, Nikon Corporation, Nikon Inc., Micro Electronics, Inc., Overstock.com, Inc., Pentax Ricoh Imaging Company, Ltd., Pentax Ricoh Imaging Americas Corp., Ricoh Company, Ltd., Ricoh Americas Corp., Newegg Inc., Newegg.com, Inc., Acacia Research Corporation, Xerox Corporation, Konica Minolta Business Solutions, U.S.A., Inc., Victor Hasselblad AB and Hasselblad USA Inc., Casio Computer Co Ltd, Casio America, Inc., Asus Computer International, Asustek Computer Inc., Motorola Mobility, LLC et al., Apple, Inc. and CDW LLC (collectively “Defendants”) anticipate that documents, testimony, and other discovery-related materials containing or reflecting confidential, proprietary, trade secret, and/or commercially sensitive information are likely to be disclosed or produced during the course of discovery, initial disclosures, and supplemental disclosures in this

1 case and request that the Court enter this Order setting forth the conditions for
2 treating, obtaining, and using such documents, testimony, and other discovery-
3 related materials, and the information contained therein.

4 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, the Court
5 finds good cause for the following Agreed Protective Order Regarding the
6 Disclosure and Use of Discovery Materials (“Order” or “Protective Order”).

7 1. **PURPOSES AND LIMITATIONS**

8 (a) Protected Material designated under the terms of this Protective
9 Order shall be used by a Receiving Party solely for this case, and shall not be used
10 directly or indirectly for any other purpose whatsoever.

11 (b) The Parties acknowledge that this Order does not confer blanket
12 protections on all disclosures during discovery, or in the course of making initial or
13 supplemental disclosures under Rule 26(a). Designations under this Order shall be
14 made with care and shall not be made absent a good faith belief that the designated
15 material satisfies the criteria set forth below. If it comes to a Producing Party’s
16 attention that designated material does not qualify for protection at all, or does not
17 qualify for the level of protection initially asserted, the Producing Party must
18 promptly notify all other Parties that it is withdrawing or changing the designation.

19 2. **DEFINITIONS**

20 (a) “Discovery Material” means all items or information, including
21 from any non-party, regardless of the medium or manner generated, stored, or
22 maintained (including, among other things, documents, communications, testimony,
23 transcripts, initial disclosures, responses to interrogatories and requests for
24 admission, source code, and tangible things) that are produced, disclosed, or
25 generated in connection with discovery in this case, including disclosures made
26 pursuant to Rule 26(a) or Rule 45 of the Federal Rules of Civil Procedure.

1 (b) "Outside Counsel" means (i) outside counsel who have entered
2 an appearance as counsel for a Party, including counsel appearing as pro hac vice,
3 and (ii) partners, associates, and staff of such outside counsel to whom it is
4 reasonably necessary to disclose the Protected Material for this litigation.

5 (c) "Patents-in-suit" means U.S. Patent No. 6,128,415 and any other
6 patent asserted in this action, as well as any related patents, patent applications,
7 provisional patent applications, continuations, and/or divisionals.

8 (d) "Party" means any party to this case, including all of its
9 officers, directors, employees, consultants, retained experts, and Outside Counsel.

10 (e) "Producing Party" means any Party or non-party that discloses
11 or produces any Discovery Material in this case.

12 (f) "Protected Material" means any Discovery Material that is
13 designated as "CONFIDENTIAL," "CONFIDENTIAL - ATTORNEYS' EYES
14 ONLY," or "CONFIDENTIAL - OUTSIDE ATTORNEYS' EYES ONLY -
15 SOURCE CODE," as provided for in this Order. Protected Material shall not
16 include, among other things: (i) advertising materials that have been actually
17 published or publicly disseminated; or (ii) materials that show on their face they
18 have been disseminated to the public.

19 (g) "Receiving Party" means any Party who receives Discovery
20 Material from a Producing Party.

21 (h) "Source Code" means computer code, scripts, assembly, object
22 code, source code listings and descriptions of source code, source code documents,
23 object code listings and descriptions of object code, and Hardware Description
24 Language (HDL) or Register Transfer Level (RTL) files that describe the hardware
25 design of any ASIC or other chip. Source code includes, without limitation, human-
26 readable programming language text that defines software, firmware, electronic
27 hardware descriptions and/or instructions or schematics that define or otherwise
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1 describe in detail the algorithms or structure of software or hardware. Source code
2 documents at least include (1) printed documents that contain or describe in detail
3 selected source code components (2) electronic communications and descriptive
4 documents, such as emails, design documents and programming examples, which
5 contain or describe in detail selected source code components (“described source
6 code”); (3) electronic source code documents that reside in a source code repository
7 from which software and related data files may be compiled, assembled, linked,
8 executed, debugged and/or tested (“source code files”); and (4) transcripts, reports,
9 video, audio, or other media that include, quote, cite, describe in detail source code,
10 source code files, and/or the development hereof. Source code files include, but are
11 not limited to documents containing source code in “C”, “C++”, VHDL, Java, Java
12 scripting languages, assembler languages, command languages and shell languages.
13 Source code files may further include “header files”, “make” files, project files, link
14 files, and other human-readable text files used in the generation, compilation,
15 translation, and/or building of executable software, including software intended for
16 execution by an interpreter.

17 (i) “Final Determination” means the final resolution of all claims
18 raised by either Party during the course of this litigation, whether by dismissal or by
19 entry of judgment, including any and all appeals thereof.
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22 3. **COMPUTATION OF TIME**

23 The computation of any period of time prescribed or allowed by this
24 Order shall be governed by the provisions for computing time set forth in Rule 6 of
25 the Federal Rules of Civil Procedure.

26 4. **SCOPE**

27 (a) The protections conferred by this Order cover not only
28 Discovery Material governed by this Order as addressed herein, but also any

1 information copied or extracted therefrom, as well as all copies, excerpts,
2 summaries, or compilations thereof, plus testimony, conversations, or presentations
3 by Parties or their counsel in court or in other settings that might reveal Protected
4 Material.

5 (b) Nothing in this Protective Order shall prevent or restrict a
6 Producing Party's own disclosure or use of its own Protected Material for any
7 purpose, and nothing in this Order shall preclude any Producing Party from
8 showing its Protected Material to an individual who prepared the Protected
9 Material.

10 (c) Nothing in this Order shall be construed to prejudice any Party's
11 right to use any Protected Material in court or in any court filing with the consent of
12 the Producing Party or by order of the Court.

13 (d) This Order is without prejudice to the right of any Party to seek
14 further or additional protection of any Discovery Material or to modify this Order in
15 any way, including, without limitation, an order that certain matter not be
16 produced at all.

17 5. **DURATION**

18 Even after the termination of this case, the confidentiality obligations
19 imposed by this Order shall remain in effect until a Producing Party agrees
20 otherwise in writing or a court order otherwise directs.

21 6. **ACCESS TO AND USE OF PROTECTED MATERIAL**

22 (a) **Basic Principles.** All Protected Material shall be used solely for
23 this case or any related appellate proceeding, and not for any other purpose
24 whatsoever, including without limitation any other litigation, patent prosecution or
25 acquisition, patent reexamination or reissue proceedings, or any business or
26 competitive purpose or function. Protected Material shall not be distributed,
27 disclosed or made available to anyone except as expressly provided in this Order.
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1 Plaintiff shall not share Protected Material produced by one Defendant with
2 any other Defendant in the above-identified actions, absent express written
3 permission from the producing Defendant. This Order does not confer any right to
4 any one Defendant to access the Protected Material of any other Defendant.

5 (b) Patent Prosecution Bar. Absent the written consent of the
6 Producing Party, any person on behalf of the Plaintiff who receives one or more
7 items designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
8 “CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY – SOURCE
9 CODE” (collectively “Prosecution Bar Materials”) by Defendant shall not be
10 involved, directly or indirectly, in any of the following activities: (i) advising on,
11 consulting on, preparing, prosecuting, drafting, editing, and/or amending of patent
12 applications, specifications, claims, and/or responses to office actions, or otherwise
13 affecting the scope of claims in patents or patent applications relating to digital
14 imaging processing, generally and as described in the Patents-in-suit, including but
15 not limited to the functionality, operation, design, or methods related to device
16 profiles for processing of digital images (generally or as described in the Patents-in-
17 suit), color information correction/transformation, or spatial information
18 correction/transformation or digital imaging system to capture, transform or render
19 an image using such technologies, before any foreign or domestic agency, including
20 the United States Patent and Trademark Office; and (ii) the acquisition of patents
21 (including patent applications), or the rights to any such patents or patent
22 applications with the right to sublicense, relating to digital imaging processing,
23 generally and as described in the Patents-in-suit, including but not limited to the
24 functionality, operation, design, or methods related to device profiles for processing
25 of digital images (generally or as described in any patent in suit), color information
26 correction/transformation, or spatial information correction/transformation or
27 digital imaging system to capture, transform or render an image using such
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1 technologies. These prohibitions are not intended to and shall not preclude counsel
2 from participating in reexamination proceedings on behalf of a Party challenging
3 the validity of any patent, but are intended, inter alia, to preclude counsel from
4 participating directly or indirectly in reexamination or reissue proceedings on
5 behalf of a patentee. These prohibitions shall begin when access to
6 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL –
7 OUTSIDE ATTORNEYS’ EYES ONLY – SOURCE CODE” materials are first
8 received by the affected individual, and shall end two (2) years after the final
9 resolution of this action, including all appeals. Nothing in this provision shall
10 prohibit any attorney from sending non-confidential prior art to an attorney
11 involved in patent prosecution for purposes of ensuring that such prior art is
12 submitted to the United States Patent and Trademark Office (or similar agency of a
13 foreign jurisdiction) to assist the patent applicant in complying with any duty of
14 candor and/or disclosure. This Prosecution Bar shall be personal to any attorney or
15 person who reviews Prosecution Bar Materials, and shall not be imputed to any
16 other attorney or person within the same law firm as the attorney or person who
17 reviews Prosecution Bar Materials.

18 (c) Secure Storage. Protected Material must be stored and
19 maintained by a Receiving Party at a location within the United States and in a
20 secure manner that ensures that access is limited to the persons authorized under
21 this Order.

22 (d) Legal Advice Based on Protected Material. Nothing in this
23 Protective Order shall be construed to prevent counsel from advising their clients
24 with respect to this case based in whole or in part upon Protected Materials or the
25 contents thereof, provided counsel does not disclose the Protected Material or its
26 contents, itself except as provided in this Order.
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1 (e) Limitations. Nothing in this Order shall restrict in any way a
2 Producing Party's use or disclosure of its own Protected Material. Nothing in this
3 Order shall restrict in any way the use or disclosure of Discovery Material by a
4 Receiving Party: (i) that is or has become publicly known through no fault of the
5 Receiving Party; (ii) that is lawfully acquired by or known to the Receiving Party
6 independent of the Producing Party; (iii) previously produced, disclosed and/or
7 provided by the Producing Party to the Receiving Party or a non-party without an
8 obligation of confidentiality and not by inadvertence or mistake; (iv) with the
9 consent of the Producing Party; or (v) pursuant to order of the Court.

10 7. **DESIGNATING PROTECTED MATERIAL**

11 (a) Available Designations. Any Producing Party may designate
12 Discovery Material with any of the following designations, provided that it meets
13 the requirements for such designations as provided for herein:

14 "CONFIDENTIAL," "CONFIDENTIAL - ATTORNEYS' EYES ONLY," or
15 "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY - SOURCE
16 CODE."

17 (b) Written Discovery and Documents and Tangible Things.
18 Written discovery, documents (which include "electronically stored information,"
19 as that phrase is used in Federal Rule of Procedure 34), and tangible things that
20 meet the requirements for the confidentiality designations listed in Paragraph 7(a)
21 may be so designated by placing the appropriate designation on every page of the
22 written material prior to production. For digital files being produced, the Producing
23 Party may mark each viewable page or image with the appropriate designation, and
24 mark the medium, container, and/or communication in which the digital files were
25 contained. In the event that original documents are produced for inspection, the
26 original documents shall be presumed "CONFIDENTIAL – ATTORNEYS' EYES
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1 ONLY” during the inspection and re-designated by the Producing Party, as
2 appropriate during the copying process.

3 (c) Depositions and Testimony. Parties or testifying persons or
4 entities may designate depositions and other testimony with the appropriate
5 designation by indicating on the record at the time the testimony is given or by
6 sending written notice of how portions of the transcript of the testimony is
7 designated within thirty (30) days of receipt of the transcript of the testimony. All
8 information disclosed during a deposition for which no designation was made on
9 the record shall be deemed “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
10 until the time within which it may be appropriately designated as provided for
11 herein has passed. Any Party that wishes to disclose the transcript, or information
12 contained therein, may provide written notice of its intent to treat the transcript as
13 non-confidential, after which time, any Party that wants to maintain any portion of
14 the transcript as confidential must designate the confidential portions within
15 fourteen (14) days, or else the transcript may be treated as non-confidential. Any
16 Protected Material that is used in the taking of a deposition shall remain subject to
17 the provisions of this Protective Order, along with the transcript pages of the
18 deposition testimony dealing with such Protected Material. In such cases the court
19 reporter shall be informed of this Protective Order and shall be required to operate
20 in a manner consistent with this Protective Order. In the event the deposition is
21 videotaped, the original and all copies of the videotape shall be marked by the video
22 technician to indicate that the contents of the videotape are subject to this Protective
23 Order, substantially along the lines of “This videotape contains confidential
24 testimony used in this case and is not to be viewed or the contents thereof to be
25 displayed or revealed except pursuant to the terms of the operative Protective
26 Order in this matter or pursuant to written stipulation of the parties.” Counsel
27 for any Producing Party shall have the right to exclude from oral depositions,
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1 other than the deponent, deponent's counsel, the reporter and videographer (if
2 any), any person who is not authorized by this Protective Order to receive or
3 access Protected Material based on the designation of such Protected Material.
4 Such right of exclusion shall be applicable only during periods of examination or
5 testimony regarding such Protected Material.

6 (d) Documents Produced in Native Form

7 (i) No one shall seek to use in this litigation a .tiff, .pdf or
8 other image format version of a document produced in native file format without
9 first (1) providing a copy of the image format version to the Producing Party so that
10 the Producing Party can review the image to ensure that no information has been
11 altered, and (2) obtaining the consent of the Producing Party, which consent shall
12 not be unreasonably withheld.

13 (ii) Where electronic files and documents are produced in
14 native electronic format, such electronic files and documents shall be designated for
15 protection under this Order by appending to the file names or designators
16 information indicating whether the file contains "CONFIDENTIAL,"
17 "CONFIDENTIAL – ATTORNEYS EYES ONLY," or "CONFIDENTIAL –
18 OUTSIDE ATTORNEYS EYES ONLY – SOURCE CODE" material, or shall use
19 any other reasonable method for so designating Protected Materials produced in
20 electronic format.

21 (iii) When electronic files or documents are printed for use at
22 deposition, in a court proceeding, or for provision in printed form to an expert or
23 consultant pre-approved pursuant to paragraph 12, the party printing the electronic
24 files or documents shall affix a legend to the printed document corresponding to the
25 designation of the Producing Party and including the production number and
26 designation associated with the native file.
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1 8. **DISCOVERY MATERIAL DESIGNATED AS**
2 **“CONFIDENTIAL”**

3 (a) A Producing Party may designate Discovery Material as
4 “CONFIDENTIAL” if it contains or reflects confidential, proprietary, and/or
5 commercially sensitive information.

6 (b) Unless otherwise ordered by the Court, Discovery Material
7 designated as “CONFIDENTIAL” may be disclosed only to the following:

8 (i) The Receiving Party’s Outside Counsel, such counsel’s
9 immediate paralegals and staff, and any copying or clerical litigation support
10 services working at the direction of such counsel, paralegals, and staff;

11 (ii) Not more than three (3) representatives of the Receiving
12 Party who are officers or employees of the Receiving Party, who may be, but need
13 not be, in-house counsel for the Receiving Party, as well as their immediate
14 paralegals and staff, to whom disclosure is reasonably necessary for this case,
15 provided that: (a) each such person has agreed to be bound by the provisions of
16 the Protective Order by signing a copy of Exhibit A; and (b) no unresolved
17 objections to such disclosure exist after proper notice has been given to all
18 Parties as set forth in Paragraph 12 below;

19 (iii) Any outside expert or consultant retained by the
20 Receiving Party to assist in this action, provided that disclosure is only to the
21 extent necessary to perform such work; and provided that: (a) such expert or
22 consultant has agreed to be bound by the provisions of the Protective Order by
23 signing a copy of Exhibit A; (b) such expert or consultant is not a current officer,
24 director, or employee of a Party or of a competitor of a Party, nor anticipated at the
25 time of retention to become an officer, director or employee of a Party or of a
26 competitor of a Party; and (c) no unresolved objections to such disclosure exist after
27 proper notice has been given to all Parties as set forth in Paragraph 12 below;
28

(iv) Court reporters, stenographers and videographers retained to record testimony taken in this action;

(v) The Court, jury, and court personnel;

(vi) Graphics, translation, design, and/or trial consulting personnel, having first agreed to be bound by the provisions of the Protective Order by signing a copy of Exhibit A;

(vii) Mock jurors who have signed an undertaking or agreement agreeing not to publicly disclose Protected Material and to keep any information concerning Protected Material confidential;

(viii) Any mediator who is assigned to hear this matter, and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by this Protective Order;

(ix) Any person who appears as the author or as an addressee on the face of the document or who has been identified by the Producing Party as having been provided with the document or the information by the Producing Party; and

(x) Any other person with the prior written consent of the Producing Party.

9. **DISCOVERY MATERIAL DESIGNATED AS**
“CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

(a) A Producing Party may designate Discovery Material as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if it contains or reflects information that is extremely confidential and/or sensitive in nature and the Producing Party reasonably believes that the disclosure of such Discovery Material is likely to cause economic harm or significant competitive disadvantage to the Producing Party. The Parties agree that the following information, if non-public, shall be presumed to merit the “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

1 designation: trade secrets, pricing information, financial data, sales information,
2 sales or marketing forecasts or plans, business plans, sales or marketing strategy,
3 product development information, engineering documents, testing documents,
4 employee information, and other non-public information of similar competitive and
5 business sensitivity.

6 (b) Unless otherwise ordered by the Court, Discovery Material
7 designated as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” may be
8 disclosed only to:

9 (i) The Receiving Party’s Outside Counsel, provided that
10 such Outside Counsel is not involved in competitive decision-making, as defined by
11 *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of a
12 Party or a competitor of a Party, and such Outside Counsel’s immediate paralegals
13 and staff, and any copying or clerical litigation support services working at the
14 direction of such counsel, paralegals, and staff;

15 (ii) With respect to Discovery Material produced by the
16 Plaintiff, not more than three (3) in-house intellectual property personnel of the
17 Receiving Party, as well as their immediate paralegals and staff to whom disclosure
18 is reasonably necessary for this case, provided that: (a) each such person has
19 agreed to be bound by the provisions of the Protective Order by signing a copy
20 of Exhibit A; and (b) no unresolved objections to such disclosure exist after
21 proper notice has been given to all Parties as set forth in Paragraph 12 below;

22 (iii) Any outside expert or consultant retained by the
23 Receiving Party to assist in this action, provided that disclosure is only to the
24 extent necessary to perform such work; and provided that: (a) such expert or
25 consultant has agreed to be bound by the provisions of the Protective Order by
26 signing a copy of Exhibit A; (b) such expert or consultant is not a current officer,
27 director, or employee of a Party or of a competitor of a Party, nor anticipated at the
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1 time of retention to become an officer, director, or employee of a Party or of a
2 competitor of a Party; (c) such expert or consultant is not involved in competitive
3 decision-making, as defined by *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3
4 (Fed. Cir. 1984), on behalf of a Party or a competitor of a Party; and (d) no
5 unresolved objections to such disclosure exist after proper notice has been given to
6 all Parties as set forth in Paragraph 12 below;

7 (iv) Court reporters, stenographers and videographers retained
8 to record testimony taken in this action;

9 (v) The Court, jury, and court personnel;

10 (vi) Graphics, translation, design, and/or trial consulting
11 personnel, having first agreed to be bound by the provisions of the Protective
12 Order by signing a copy of Exhibit A;

13 (vii) Any mediator who is assigned to hear this matter, and his
14 or her staff, subject to their agreement to maintain confidentiality to the same
15 degree as required by this Protective Order;

16 (viii) Any person who appears as the author or as an addressee
17 on the face of the document or who has been identified by the Producing Party as
18 having been provided with the document or the information by the Producing Party;
19 and

20 (ix) Any other person with the prior written consent of the
21 Producing Party.

22 10. **DISCOVERY MATERIAL DESIGNATED AS**

23 **“CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY -**
24 **SOURCE CODE”**

25 (a) To the extent production of Source Code becomes necessary to
26 the prosecution or defense of the case, a Producing Party may designate Source
27 Code as “CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY - SOURCE
28

1 CODE” if it comprises or includes confidential, proprietary, and/or trade secret
2 Source Code.

3 (b) Nothing in this Order shall be construed as a representation or
4 admission that Source Code is properly discoverable in this action, or to obligate
5 any Party to produce any Source Code.

6 (c) Unless otherwise ordered by the Court, Discovery Material
7 designated as “CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY -
8 SOURCE CODE” shall be subject to the provisions set forth in Paragraph 11
9 below, and may be disclosed, subject to Paragraph 11 below, solely to:

10 (i) The Receiving Party’s Outside Counsel, provided that
11 such Outside Counsel is not involved in competitive decision-making, as defined by
12 *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed. Cir. 1984), on behalf of a
13 Party or a competitor of a Party, and such Outside Counsel’s immediate paralegals
14 and staff, and any copying or clerical litigation support services working at the
15 direction of such counsel, paralegals, and staff;

16 (ii) Any outside expert or consultant retained by the
17 Receiving Party to assist in this action, provided that disclosure is only to the extent
18 necessary to perform such work; and provided that: (a) such expert or consultant
19 has agreed to be bound by the provisions of the Protective Order by signing a copy
20 of Exhibit A; (b) such expert or consultant is not a current officer, director, or
21 employee of a Party or of a competitor of a Party, nor anticipated at the time of
22 retention to become an officer, director or employee of a Party or of a competitor of
23 a Party; (c) such expert or consultant is not involved in competitive decision-
24 making, as defined by *U.S. Steel v. United States*, 730 F.2d 1465, 1468 n.3 (Fed.
25 Cir. 1984), on behalf of a Party or a competitor of a Party; and (d) no unresolved
26 objections to such disclosure exist after proper notice has been given to all Parties
27 as set forth in Paragraph 12 below;
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(iii) Court reporters, stenographers and videographers retained to record testimony taken in this action;

(iv) The Court, jury, and court personnel;

(v) Any mediator who is assigned to hear this matter, and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by this Protective Order;

(vi) Any person who appears as the author or as an addressee on the face of the document or who has been identified by the Producing Party as having been provided with the document or the information by the Producing Party; and

(vii) Any other person with the prior written consent of the Producing Party.

11. **DISCLOSURE AND REVIEW OF SOURCE CODE**

(a) Any Source Code that is produced by Plaintiff shall be made available for inspection in electronic format at the Santa Ana office of its outside counsel, or any other location mutually agreed by the Parties. Any Source Code that is produced by the above-identified Defendants shall be made available at a location selected by the producing Defendant. Source Code will be made available for inspection between the hours of 8 a.m. and 6 p.m. on business days (i.e., weekdays that are not Federal holidays), although the Parties will be reasonable in accommodating reasonable requests to conduct inspections at other times.

(b) Prior to the first inspection of any requested Source Code, the Receiving Party shall provide thirty (30) days notice of the Source Code that it wishes to inspect. The Receiving Party shall provide fourteen (14) days notice prior to any additional inspections.

(c) Source Code that is designated "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE" shall be produced

1 for inspection and review subject to the following provisions, unless otherwise
2 agreed by the Producing Party:

3 (i) All Source Code shall be made available by the Producing
4 Party to the Receiving Party's outside counsel and/or experts in a secure room on a
5 secured computer without Internet access or network access to other computers, as
6 necessary and appropriate to prevent and protect against any unauthorized copying,
7 transmission, removal or other transfer of any Source Code outside or away from
8 the computer on which the Source Code is provided for inspection (the "Source
9 Code Computer" in the "Source Code Review Room"). The Producing Party shall
10 install tools that are sufficient for viewing and searching the code produced, on the
11 platform produced, if such tools exist and are presently used in the ordinary course
12 of the Producing Party's business. The Receiving Party's outside counsel and/or
13 experts may request that commercially available software tools for viewing and
14 searching Source Code be installed on the secured computer, provided, however,
15 that (a) the Receiving Party possesses an appropriate license to such software tools;
16 (b) the Producing Party approves such software tools; and (c) such other software
17 tools are reasonably necessary for the Receiving Party to perform its review of the
18 Source Code consistent with all of the protections herein. The Receiving Party
19 must provide the Producing Party with the CD or DVD containing such licensed
20 software tool(s) at least fourteen (14) days in advance of the date upon which the
21 Receiving Party wishes to have the additional software tools available for use on
22 the Source Code Computer.

23 (ii) No recordable media or recordable devices, including
24 without limitation sound recorders, computers, cellular telephones, peripheral
25 equipment, cameras, CDs, DVDs, or drives of any kind, shall be permitted into the
26 Source Code Review Room.
27
28

1 (iii) The Receiving Party's outside counsel and/or experts
2 shall be entitled to take notes relating to the Source Code but may not copy the
3 Source Code into the notes and may not take such notes electronically on the
4 Source Code Computer itself or any other computer.

5 (iv) The Producing Party may visually monitor the activities
6 of the Receiving Party's representatives during any Source Code review, but only to
7 ensure that no unauthorized electronic records of the Source Code and no
8 information concerning the Source Code are being created or transmitted in any
9 way.

10 (v) No copies of all or any portion of the Source Code may
11 leave the room in which the Source Code is inspected except as otherwise
12 provided herein. Further, no other written or electronic record of the Source Code
13 is permitted except as otherwise provided herein. The Producing Party shall make
14 available a laser printer with commercially reasonable printing speeds for on-site
15 printing during inspection of the Source Code. The Receiving Party may print
16 limited portions of the Source Code only when necessary to prepare court filings or
17 pleadings or other papers (including a testifying expert's expert report). Any printed
18 portion that consists of more than five (5) pages of a continuous block of Source
19 Code shall be presumed to be excessive, and the burden shall be on the Receiving
20 Party to demonstrate the need for such a printed copy. Source Code shall be printed
21 in size twelve (12) point font or larger. The Receiving Party shall not print Source
22 Code in order to review blocks of Source Code elsewhere in the first instance, i.e.,
23 as an alternative to reviewing that Source Code electronically on the Source Code
24 Computer, as the Parties acknowledge and agree that the purpose of the protections
25 herein would be frustrated by printing portions of code for review and analysis
26 elsewhere, and that printing is permitted only when necessary to prepare court
27 filings or pleadings or other papers (including a testifying expert's expert report).
28

1 The Receiving Party shall have no more than a total of fifty (50) pages of a
2 Producing Party's Source Code in its possession at any one time, and may request
3 no more than one hundred (100) pages total of Source Code. The Receiving Party
4 may destroy one or all of the fifty (50) pages of Source Code in its possession (and
5 copies made pursuant to section 11(c)(ix)) in order to print additional pages of
6 Source Code up to the fifty (50) page limit on printed Source Code. The Parties
7 may agree to a reasonable extension of the fifty (50) and one hundred (100) page
8 limits on printed Source Code, with the burden on the Receiving Party to
9 demonstrate the need for such an extension. Upon printing any such portions of
10 Source Code, the printed pages shall be collected by the Producing Party. The
11 Producing Party shall Bates number, copy, and label "CONFIDENTIAL –
12 OUTSIDE ATTORNEYS' EYES ONLY - SOURCE CODE" any pages printed by
13 the Receiving Party. Within fourteen (14) days, the Producing Party shall either (i)
14 provide one copy set of such pages to the Receiving Party or (ii) inform the
15 Receiving Party that it objects that the printed portions are excessive and/or not done
16 for a permitted purpose. If, after meeting and conferring, the Producing Party and
17 the Receiving Party cannot resolve the objection, the Receiving Party shall be
18 entitled to seek a Court resolution of whether the printed Source Code in question is
19 narrowly tailored and was printed for a permitted purpose. The burden shall be on
20 the Receiving Party to demonstrate that such printed portions are no more than is
21 reasonably necessary for a permitted purpose and not merely printed for the
22 purposes of review and analysis elsewhere. The printed pages shall constitute part
23 of the Source Code produced by the Producing Party in this action.

24 (vi) All persons who will review a Producing Party's Source
25 Code on behalf of a Receiving Party, including members of a Receiving Party's
26 outside law firm, shall be identified in writing to the Producing Party at least
27 fourteen (14) days in advance of the first time that such person reviews such Source
28

1 Code. Such identification shall be in addition to any other disclosure required
2 under this Order, including, but not limited to, disclosure of information by the
3 Receiving Party as required by Paragraph 12(a) of this Order. All persons viewing
4 source code must be citizens of the United States, and have resided continuously
5 within the United States for the preceding ten (10) years. All persons viewing
6 Source Code shall sign on each day they view Source Code a log that will include
7 the names of persons who enter the locked room to view the Source Code and when
8 they enter and depart. The Producing Party shall be entitled to a copy of the log
9 upon one (1) day's advance notice to the Receiving Party.

10 (vii) Unless otherwise agreed in advance by the Parties in
11 writing, following each day on which inspection is done under this Order, the
12 Receiving Party's outside counsel and/or experts shall remove all notes, documents,
13 and all other materials from the Source Code Review Room. The Producing Party
14 shall not be responsible for any items left in the room following each inspection
15 session, and the Receiving Party shall have no expectation of confidentiality for
16 any items left in the room following each inspection session without a prior
17 agreement to that effect.

18 (viii) Other than as provided above, the Receiving Party will
19 not copy, remove, or otherwise transfer any Source Code from the Source Code
20 Computer including, without limitation, copying, removing, or transferring the
21 Source Code onto any recordable media or recordable device. The Receiving Party
22 will not transmit any Source Code in any way from the Producing Party's facilities
23 or the offices of its outside counsel of record.

24 (ix) The Receiving Party's outside counsel of record may
25 make no more than three (3) additional paper copies of any portions of the Source
26 Code received from a Producing Party pursuant to Paragraph 11(c)(v), not
27 including copies attached to court filings or used at depositions, and shall maintain
28

1 a log of all paper copies of the Source Code. The log shall include the names of the
2 reviewers and/or recipients of paper copies and locations where the paper copies are
3 stored. Upon one (1) day's advance notice to the Receiving Party by the Producing
4 Party, the Receiving Party shall provide a copy of this log to the Producing Party.

5 (x) The Receiving Party's outside counsel of record and any
6 person receiving a copy of any Source Code shall maintain and store any paper
7 copies of the Source Code at their offices in a manner that prevents duplication of
8 or unauthorized access to the Source Code, including, without limitation, storing
9 the Source Code in a locked room or cabinet at all times when it is not in use.

10 (xi) For depositions, the Receiving Party shall not bring copies
11 of any printed Source Code. Rather, at least ten (10) days before the date of the
12 deposition, the Receiving Party shall notify the Producing Party about the specific
13 portions of Source Code it wishes to use at the deposition, and the Producing Party
14 shall bring printed copies of those portions to the deposition for use by the Receiving
15 Party. Copies of Source Code that are marked as deposition exhibits shall not be
16 provided to the Court Reporter or attached to deposition transcripts; rather, the
17 deposition record will identify the exhibit by its production numbers. All paper
18 copies of Source Code brought to the deposition shall remain with the Producing
19 Party's outside counsel for secure destruction in a timely manner following the
20 deposition.

21 (xii) Except as provided in this sub-paragraph, absent express
22 written permission from the Producing Party, the Receiving Party may not create
23 electronic images, or any other images, or make electronic copies, of the Source
24 Code from any paper copy of Source Code for use in any manner (including by way
25 of example only, the Receiving Party may not scan the Source Code to a PDF or
26 photograph the code). Images or copies of Source Code shall not be included in
27 correspondence between the Parties (references to production numbers shall be
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1 used instead), and shall be omitted from pleadings and other papers whenever
2 possible. If a Party reasonably believes that it needs to submit a portion of Source
3 Code as part of a filing with the Court, the Parties shall meet and confer as to how
4 to make such a filing while protecting the confidentiality of the Source Code and
5 such Source Code will not be filed absent agreement from the Producing Party that
6 the confidentiality protections will be adequate. If a Producing Party agrees to
7 produce an electronic copy of all or any portion of its Source Code or provide
8 written permission to the Receiving Party that an electronic or any other copy needs
9 to be made for a Court filing, access to the Receiving Party's submission,
10 communication, and/or disclosure of electronic files or other materials containing
11 any portion of Source Code (paper or electronic) shall at all times be limited solely
12 to individuals who are expressly authorized to view Source Code under the
13 provisions of this Order. Where the Producing Party has provided the express
14 written permission required under this provision for a Receiving Party to create
15 electronic copies of Source Code, the Receiving Party shall maintain a log of all
16 such electronic copies of any portion of Source Code in its possession or in the
17 possession of its retained consultants, including the names of the reviewers and/or
18 recipients of any such electronic copies, and the locations and manner in which the
19 electronic copies are stored. Additionally, any such electronic copies must be
20 labeled "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY - SOURCE
21 CODE" as provided for in this Order.

22 12. **NOTICE OF DISCLOSURE**

23 (a) Prior to disclosing any Protected Material to any person
24 described in Paragraphs 8(b)(ii), 8(b)(iii), 9(b)(ii), 9(b)(iii), or 10(c)(ii) (referenced
25 below as "Person"), the Party seeking to disclose such information shall provide the
26 Producing Party with written notice that includes: (i) the name of the Person; (ii)
27 the present employer and title of the Person; (iii) an identification of all of the
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1 Person's past and current employment and consulting relationships, including direct
2 relationships and relationships through entities owned or controlled by the Person;
3 (iv) an up-to-date curriculum vitae of the Person; and (v) a list of the cases in which
4 the Person has testified at deposition or trial within the last five (5) years. Said
5 written notice shall include an identification of any individual or entity with or for
6 whom the person is employed or to whom the person provides consulting services
7 relating to digital imaging processing, generally and as described in the Patents-in-
8 suit, including but not limited the design, development, operation, or patenting of
9 device profiles for processing of digital images, color information
10 correction/transformation, or spatial information correction/transformation, or
11 relating to the acquisition of intellectual property assets relating to device profiles
12 for processing of digital images, color information correction/transformation, or
13 spatial information correction/transformation. The Party seeking to disclose
14 Protected Material shall provide such other information regarding the Person's
15 professional activities reasonably requested by the Producing Party for it to evaluate
16 whether good cause exists to object to the disclosure of Protected Material to the
17 outside expert or consultant. During the pendency of and for a period of two (2)
18 years after the final resolution of this action, including all appeals, the Party seeking
19 to disclose Protected Material shall immediately provide written notice of any
20 change with respect to the Person's involvement in digital imaging processing,
21 generally and as described in the Patents-in-suit, including but not limited to the
22 design, development, operation or patenting of device profiles for processing of
23 digital images, or color information correction/transformation, or spatial
24 information correction/transformation or the acquisition of intellectual property
25 assets relating to digital imaging processing, generally and as described in the
26 Patents-in-suit, including but not limited to device profiles for processing of digital
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1 images, or color information correction/transformation, or spatial information
2 correction/transformation .

3 (b) Within fourteen (14) days of receipt of the disclosure of the
4 Person, the Producing Party or Parties may object in writing to the Person for good
5 cause. In the absence of an objection at the end of the fourteen (14) day period, the
6 Person shall be deemed approved under this Protective Order. There shall be no
7 disclosure of Protected Material to the Person prior to expiration of this fourteen
8 (14) day period. If the Producing Party objects to disclosure to the Person within
9 such fourteen (14) day period, the Parties shall meet and confer via telephone or in
10 person within seven (7) days following the objection and attempt in good faith to
11 resolve the dispute on an informal basis. If the dispute is not resolved, the Party
12 objecting to the disclosure will have seven (7) days from the date of the meet and
13 confer to seek relief from the Court. If relief is not sought from the Court within
14 that time, the objection shall be deemed withdrawn. If relief is sought, designated
15 materials shall not be disclosed to the Person in question until the Court resolves
16 the objection.

17 (c) For purposes of this section, “good cause” shall include an
18 objectively reasonable concern that the Person will, advertently or inadvertently,
19 use or disclose Discovery Materials in a way or ways that are inconsistent with the
20 provisions contained in this Order.

21 (d) Prior to receiving any Protected Material under this Order, the
22 Person must execute a copy of the “Agreement to Be Bound by Protective Order”
23 (Exhibit A hereto) and serve it on all Parties.

24 (e) An initial failure to object to a Person under this Paragraph 12
25 shall not preclude the Producing Party from later objecting to continued access by
26 that Person for good cause. If an objection is made, the Parties shall meet and
27 confer via telephone or in person within seven (7) days following the objection and
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1 attempt in good faith to resolve the dispute informally. If the dispute is not
2 resolved, the Party objecting to the disclosure will have seven (7) days from the
3 date of the meet and confer to seek relief from the Court. The designated Person
4 may continue to have access to information that was provided to such Person prior
5 to the date of the objection. If a later objection is made, no further Protected
6 Material shall be disclosed to the Person until the Court resolves the matter or the
7 Producing Party withdraws its objection. Notwithstanding the foregoing, if the
8 Producing Party fails to move for a protective order within seven (7) business days
9 after the meet and confer, further Protected Material may thereafter be provided to
10 the Person.

11 13. **CHALLENGING DESIGNATIONS OF PROTECTED**
12 **MATERIAL**

13 (a) A Party shall not be obligated to challenge the propriety of any
14 designation of Discovery Material under this Order at the time the designation is
15 made, and a failure to do so shall not preclude a subsequent challenge thereto.

16 (b) Any challenge to a designation of Discovery Material under this
17 Order shall be written, shall be served on outside counsel for the Producing Party,
18 shall particularly identify the documents or information that the Receiving Party
19 contends should be differently designated, and shall state the grounds for the
20 objection. Thereafter, further protection of such material shall be resolved in
21 accordance with the following procedures:

22 (i) The objecting Party shall have the burden of conferring
23 either in person, in writing, or by telephone with the Producing Party claiming
24 protection (as well as any other interested party) in a good faith effort to resolve the
25 dispute. The Producing Party shall have the burden of justifying the disputed
26 designation;
27
28

1 (ii) Failing agreement, the Receiving Party may bring a
2 motion to the Court for a ruling that the Discovery Material in question is not
3 entitled to the status and protection of the Producing Party's designation. The
4 Parties' entry into this Order shall not preclude or prejudice either Party from
5 arguing for or against any designation, establish any presumption that a particular
6 designation is valid, or alter the burden of proof that would otherwise apply in a
7 dispute over discovery or disclosure of information;

8 (iii) Notwithstanding any challenge to a designation, the
9 Discovery Material in question shall continue to be treated as designated under this
10 Order until one of the following occurs: (a) the Party who designated the Discovery
11 Material in question withdraws such designation in writing; or (b) the Court rules
12 that the Discovery Material in question is not entitled to the designation.

13 14. **SUBPOENAS OR COURT ORDERS**

14 If at any time Protected Material is subpoenaed by any court, arbitral,
15 administrative, or legislative body, the Party to whom the subpoena or other request
16 is directed shall immediately give prompt written notice thereof to every Party who
17 has produced such Discovery Material and to its counsel and shall provide each
18 such Party with an opportunity to move for a protective order regarding the
19 production of Protected Materials implicated by the subpoena.

20 15. **FILING PROTECTED MATERIAL**

21 (a) Absent written permission from the Producing Party or a court
22 Order secured after appropriate notice to all interested persons, a Receiving Party
23 may not file or disclose in the public record any Protected Material.

24 (b) Any Party is authorized under Central District Local Rule 79-5.1
25 to file under seal with the Court any brief, document or materials that are
26 designated as Protected Material under this Order. However, nothing in this section
27 shall in any way limit or detract from this Order's requirements as to Source Code.
28

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2 16. **INADVERTENT DISCLOSURE OF PRIVILEGED MATERIAL**

3 (a) The inadvertent production by a Party of Discovery Material
4 subject to the attorney-client privilege, work-product protection, third party
5 confidentiality agreements without prior authorization, or any other applicable
6 privilege or protection, despite the Producing Party's reasonable efforts to prescreen
7 such Discovery Material prior to production, will not waive the applicable privilege
8 and/or protection if a request for return of such inadvertently produced Discovery
9 Material is made promptly after the Producing Party learns of its inadvertent
10 production.

11 (b) Upon a request from any Producing Party who has inadvertently
12 produced Discovery Material that it believes is privileged and/or protected, each
13 Receiving Party shall immediately return such Protected Material or Discovery
14 Material and all copies to the Producing Party, except for any pages containing
15 privileged markings by the Receiving Party which shall instead be destroyed and
16 certified as such by the Receiving Party to the Producing Party.

17 (c) Within thirty (30) days of receiving the Receiving Party's
18 certification of destruction, the Producing Party shall provide a privilege log or an
19 updated privilege log that identifies the inadvertently produced Discovery Material
20 by Bates number and provides all other information required by Rule 26(b)(5)(a)(ii)
21 of the Federal Rules of Civil Procedure.

22
23 17. **INADVERTENT FAILURE TO DESIGNATE PROPERLY**

24 (a) The inadvertent failure by a Producing Party to designate
25 Discovery Material as Protected Material with one of the designations provided for
26 under this Order shall not waive any such designation provided that the Producing
27 Party notifies all Receiving Parties that such Discovery Material is protected under
28 one of the categories of this Order within fourteen (14) days of the Producing Party

1 learning of the inadvertent failure to designate. The Producing Party shall reproduce
2 the Protected Material with the correct confidentiality designation within seven (7)
3 days upon its notification to the Receiving Parties. Upon receiving the Protected
4 Material with the correct confidentiality designation, the Receiving Parties shall
5 return or securely destroy, at the Producing Party's option, all Discovery Material
6 that was not designated properly.

7 (b) A Receiving Party shall not be in breach of this Order for any
8 use of such Discovery Material before the Receiving Party receives notice under
9 section (a) , unless an objectively reasonable person would have realized that the
10 Discovery Material should have been appropriately designated with a
11 confidentiality designation under this Order. Once a Receiving Party has received
12 notification of the correct confidentiality designation for the Protected Material
13 with the correct confidentiality designation, the Receiving Party shall treat such
14 Discovery Material (subject to the exception in Paragraph 17(c) below) at the
15 appropriately designated level pursuant to the terms of this Order.

16 (c) Notwithstanding the above, a subsequent designation of
17 "CONFIDENTIAL," "CONFIDENTIAL – ATTORNEYS' EYES ONLY" or
18 "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY – SOURCE
19 CODE" shall apply on a going forward basis and shall not disqualify anyone who
20 reviewed "CONFIDENTIAL," "CONFIDENTIAL – ATTORNEYS' EYES
21 ONLY" or "CONFIDENTIAL – OUTSIDE ATTORNEYS' EYES ONLY –
22 SOURCE CODE" materials while the materials were not marked
23 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "CONFIDENTIAL –
24 OUTSIDE ATTORNEYS' EYES ONLY – SOURCE CODE" from engaging in the
25 activities set forth in Paragraph 6(b) unless an objectively reasonable person would
26 have realized that the Discovery Material should have been appropriately
27 designated as Prosecution Bar Material under this Order.
28

1 18. **INADVERTENT DISCLOSURE NOT AUTHORIZED BY**
2 **ORDER**

3 (a) In the event of a disclosure of any Discovery Material pursuant
4 to this Order to any person or persons not authorized to receive such disclosure
5 under this Protective Order, the Party responsible for having made such disclosure,
6 and each Party with knowledge thereof, shall immediately notify counsel for the
7 Producing Party whose Discovery Material has been disclosed and provide to such
8 counsel all known relevant information concerning the nature and circumstances of
9 the disclosure. The responsible disclosing Party shall also promptly take all
10 reasonable measures to retrieve the improperly disclosed Discovery Material and to
11 ensure that no further or greater unauthorized disclosure and/or use thereof is made.

12 (b) Unauthorized or inadvertent disclosure does not change the
13 status of Discovery Material or waive the right to hold the disclosed document or
14 information as Protected.

15 19. **FINAL DISPOSITION**

16 (a) Not later than sixty (60) days after the Final Disposition of this
17 case, each Party shall return all Discovery Material of a Producing Party to the
18 respective outside counsel of the Producing Party or destroy such Material, at the
19 option of the Producing Party. For purposes of this Order, "Final Disposition"
20 occurs after an order, mandate, or dismissal finally terminating the above-captioned
21 action with prejudice, including all appeals.

22 (b) All Parties that have received any such Discovery Material shall
23 certify in writing that all such materials have been returned to the respective outside
24 counsel of the Producing Party or destroyed. Notwithstanding the provisions for
25 return of Discovery Material, outside counsel may retain one set of pleadings,
26 correspondence and attorney and consultant work product (but not document
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1 productions) for archival purposes, but must return any pleadings, correspondence,
2 and consultant work product that contain Source Code.

3 **20. DISCOVERY FROM EXPERTS OR CONSULTANTS**

4 (a) Testifying experts shall not be subject to discovery with respect
5 to any draft of his or her report(s) in this case. Draft reports, notes, or outlines for
6 draft reports developed and drafted by the testifying expert and/or his or her staff
7 are also exempt from discovery.

8 (b) Discovery of materials provided to testifying experts shall be
9 limited to those materials, facts, consulting expert opinions, and other matters
10 actually relied upon by the testifying expert in forming his or her final report, trial,
11 or deposition testimony or any opinion in this case. No discovery can be taken from
12 any non-testifying expert except to the extent that such non-testifying expert has
13 provided information, opinions, or other materials to a testifying expert relied upon
14 by that testifying expert in forming his or her final report(s), trial, and/or deposition
15 testimony or any opinion in this case.

16 (c) No conversations or communications between counsel and any
17 testifying or consulting expert will be subject to discovery unless the conversations
18 or communications are relied upon by such experts in formulating opinions that are
19 presented in reports or trial or deposition testimony in this case.

20 (d) Materials, communications, and other information exempt from
21 discovery under the foregoing Paragraphs 20(a)–(c) shall be treated as attorney-
22 work product for the purposes of this litigation and Order.

23 (e) Nothing in this Protective Order, including Paragraphs 20(a)–
24 (c), shall alter or change in any way the requirements in Paragraph 11 regarding
25 Source Code, and Paragraph 11 shall control in the event of any conflict.
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1 21. **MISCELLANEOUS**

2 (a) **Right to Further Relief.** Nothing in this Order abridges the right
3 of any person to seek its modification by the Court in the future. By stipulating to
4 this Order, the Parties do not waive the right to argue that certain material may
5 require additional or different confidentiality protections than those set forth herein.

6 (b) **Termination of Matter and Retention of Jurisdiction.** The
7 Parties agree that the terms of this Protective Order shall survive and remain in
8 effect after the Final Determination of the above-captioned matter. The Court shall
9 retain jurisdiction after Final Determination of this matter to hear and resolve any
10 disputes arising out of or relating to this Protective Order, including any disputes
11 involving non-parties.

12 (c) **Successors.** This Order shall be binding upon the Parties hereto,
13 their attorneys, and their successors, executors, personal representatives,
14 administrators, heirs, legal representatives, assigns, subsidiaries, divisions,
15 employees, agents, retained consultants and experts, and any persons or
16 organizations over which they have direct control.

17 (d) **Right to Assert Other Objections.** By stipulating to the entry of
18 this Protective Order, no Party waives any right it otherwise would have to object to
19 disclosing or producing any information or item. Similarly, no Party waives any
20 right to object on any ground to use in evidence of any of the material covered by
21 this Protective Order. This Order shall not constitute a waiver of the right of any
22 Party to claim in this action or otherwise that any Discovery Material, or any
23 portion thereof, is privileged or otherwise non-discoverable, or is not admissible in
24 evidence in this action or any other proceeding.

25 (e) **Burdens of Proof.** Notwithstanding anything to the contrary
26 above, nothing in this Protective Order shall be construed to change the burdens of
27 proof or legal standards applicable in disputes regarding whether particular
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1 Discovery Material is confidential, which level of confidentiality is appropriate,
2 whether disclosure should be restricted, and if so, what restrictions should apply.

3 (f) Modification by Court. This Order is subject to further court
4 order based upon public policy or other considerations, and the Court may modify
5 this Order *suasponde* in the interests of justice. The United States District Court for
6 the Central District of California is responsible for the interpretation and
7 enforcement of this Order. All disputes concerning Protected Material, however
8 designated, produced under the protection of this Order shall be resolved by the
9 United States District Court for the Central District of California.

10 (g) Discovery Rules Remain Unchanged. Nothing herein shall alter
11 or change in any way the discovery provisions of the Federal Rules of Civil
12 Procedure, the Local Rules for the United States District Court for the Central
13 District of California, or the Court's own orders. Identification of any individual
14 pursuant to this Protective Order does not make that individual available for
15 deposition or any other form of discovery outside of the restrictions and procedures
16 of the Federal Rules of Civil Procedure, the Local Rules for the United States
17 District Court for the Central District of California, or the Court's own orders.

18 (h) Non-Party Use of Protective Order. Any non-party Producing
19 Party who produces Discovery Material in this litigation, whether voluntarily or
20 pursuant to a subpoena or by order of the Court, shall have the same rights of any
21 other Producing Party with respect to the protections of this Protective Order. Such
22 non-party Producing Party shall designate any Protected Material pursuant to the
23 terms of this Protective Order. A non-party's use of this Protective Order to protect
24 its Protected Material does not entitle that non-party access to any Protected
25 Material produced by the Parties to this litigation or to any Protected Material
26 produced by other non-parties.
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1 (i) Use of Protected Material at Trial. The Receiving Party shall
2 provide a minimum of two (2) full business days' notice to the Producing Party if
3 the Receiving Party intends to use or otherwise introduce the Producing Party's
4 Protected Material during trial. Further, the Receiving Party shall not oppose any
5 request by said Producing Party that the courtroom be sealed, if allowed by the
6 Court, during the presentation of any testimony or other evidence relating to or
7 involving the use of the Producing Party's Protected Material.

8 (j) Privilege Log Cutoff. Apart from a showing of good cause,
9 neither Party shall be required to identify on its respective privilege log any
10 document or communication dated on or after the filing of this action, which absent
11 this provision, the Party would have been obligated to so identify on said privilege
12 log. The Parties shall exchange their respective privilege logs at a time agreed upon
13 by the Parties following the production of documents. Any non-party that elects
14 not to produce certain Discovery Materials on the basis of an assertion or attorney-
15 client privilege, work-product immunity, or any other applicable privilege or
16 immunity, shall provide to each Party within thirty (30) days of commencing
17 production a privilege log that complies with Rule 26(b)(5)(a) of the Federal Rules
18 of Civil Procedure.

EXHIBIT A

I, _____, acknowledge and declare that I have received a copy of the Protective Order (“Order”) in Digitech Image Technologies, LLC v. [LIST ALL CASES]., United States District Court, Central District of California, Civil Action No. CV12-[XXXX] ODW (MRWx). Having read and understood the terms of the Order, I agree to be bound by the terms of the Order and consent to the jurisdiction of said Court for the purpose of any proceeding to enforce the terms of the Order.

Name of individual: _____

Present occupation/job description: _____

Name of Company or Firm: _____

Address: _____

Dated: _____

[Signature]

1 SO STIPULATED.

2
3 Dated: March 18, 2013

Collins Edmonds Pogorzelski Schlather &
Tower PLLC

4
5
6 By: /s/

JOHN J. EDMONDS

7 Attorneys for Plaintiff
8 Digitech Image Technologies, LLC

9 Dated: March 18, 2013

Jones Day

10
11 By: /s/

FRANK P. COTE

12 Attorneys for Defendant
13 Electronics for Imaging, Inc.

14 Dated: March 18, 2013

Orrick, Herrington & Sutcliffe LLP

15
16 By: /s/

CHRISTOPHER P. BRODERICK

17 Attorneys for Defendants
18 Panasonic Corporation And Panasonic
Corporation of North America

19 Dated: March 18, 2013

Dorsey & Whitney LLP

20
21 By: /s/

CASE COLLARD

22 Attorneys for Defendant Buy.com Inc.
23
24
25
26
27
28

1 Dated: March 18, 2013 Robins, Kaplan, Miller & Ciresi L.L.P.

2
3 By: /s/

4 MICHAEL A. GEIBELSON

5 Attorneys for Defendants
6 Best Buy Co., Inc., Best Buy Stores, LP, and
Bestbuy.Com LLC

7 Dated: March 18, 2013 Orrick, Herrington & Sutcliffe LLP

8
9 By: /s/

10 Attorneys for Defendants
11 Canon Inc. and Canon U.S.A., Inc.

12 Dated: March 18, 2013 Kaye Scholer LLP

13
14 By: /s/

OSCAR RAMALLO

15 Attorneys for Defendant
16 B & H Foto & Electronics Corp.

17 Dated: March 18, 2013 Kohan Law Firm
Ezra Sutton & Associates, P.A.

18
19 By: /s/

20 K. TOM KOHAN

21 Attorneys for Defendant and
Counter-claimant Sakar International, Inc.

22 Dated: March 18, 2013 Greenburg Traurig, LLP

23
24 By: /s/

25 J. RICK TACHÉ

26 Attorneys for Defendant
27 Mamiya America Corporation
28

1 Dated: March 18, 2013 Greenburg Traurig, LLP

2
3 By: /s/
4 J. RICK TACHÉ

5 Attorneys for Defendant
6 Leaf Imaging Ltd.

7 Dated: March 18, 2013 Orrick, Herrington & Sutcliffe LLP

8 By: /s/
9 CHRISTOPHER P. BRODERICK

10 Attorneys for Defendants
11 Olympus Corporation and Olympus Imaging
12 America, Inc.
13 Crowell & Moring LLP

14 Dated: March 18, 2013

15 By: /s/
16 DANIEL A. SASSE

17 Attorneys for Defendants
18 Leica Camera AG and Leica Camera Inc.

19 Dated: March 18, 2013

20 Finnegan, Henderson, Farabow, Garrett &
21 Dunner, LLP

22 By: /s/
23 LIONEL M. LAVENUE

24 Attorneys for Defendants
25 Sony Corporation, Sony Corporation of
26 America, and Sony Electronics Inc.

27 Dated: March 18, 2013

28 Orrick, Herrington & Sutcliffe LLP

By: /s/
CHRISTOPHER P. BRODERICK

Attorneys for Defendant
Fujifilm Corporation

1 Dated: March 18, 2013 Knobbe, Martens, Olson & Bear, LLP

2
3 By: /s/
4 JON W. GURKA

5 Dated: March 18, 2013 Attorneys for Defendant
6 General Imaging Company
7 Orrick, Herrington & Sutcliffe LLP

8 By: /s/
9 CHRISTOPHER P. BRODERICK

10 Attorneys for Defendants
11 Sigma Corporation and Sigma Corporation of
12 America

13 Dated: March 18, 2013 Orrick, Herrington & Sutcliffe LLP

14 By: /s/
15 CHRISTOPHER P. BRODERICK

16 Attorneys for Defendant
17 Target Corporation

18 Dated: March 18, 2013 Orrick, Herrington & Sutcliffe LLP

19 By: /s/
20 CHRISTOPHER P. BRODERICK

21 Attorneys for Defendants
22 Nikon Corporation and Nikon, Inc.

23 Dated: March 18, 2013 Orrick, Herrington & Sutcliffe LLP

24 By: /s/
25 CHRISTOPHER P. BRODERICK

26 Attorneys for Defendant
27 Micro Electronics, Inc.
28

1 Dated: March 18, 2013 Orrick, Herrington & Sutcliffe LLP

2
3 By: /s/
4 CHRISTOPHER P. BRODERICK

5 Attorneys for Defendant
Overstock.com, Inc.

6 Dated: March 18, 2013 The Webb Law Firm

7
8 By: /s/
9 CECILIA R. DICKSON

10 Attorneys for Defendants
Newegg Inc. and Newegg.com Inc. and
11 Counter-Plaintiff Newegg Inc.

12 Dated: March 18, 2013 DLA Piper LLP (US)

13
14 By: /s/
RICHARD DE BODO

15 Attorneys for Defendants
16 Pentax Ricoh Imaging Co., Ltd.; Pentax Ricoh
Imaging Americas Corporation; Ricoh
17 Company, Ltd.; and Ricoh Americas Corp.

18 Dated: March 18, 2013 Ballard Spahr LLP

19
20 By: /s/
ROSINA M. HERNANDEZ

21 Attorneys for Defendant
22 Xerox Corporation

23 Dated: March 18, 2013 Orrick, Herrington & Sutcliffe LLP

24
25 By: /s/
CHRISTOPHER P. BRODERICK

26 Attorneys for Defendant
27 Konica Minolta Business Solutions, U.S.A.,
28 Inc.

1 Dated: March 18, 2013 Marshall, Gerstein & Borun LLP
2 Gibson, Dunn & Crutcher LLP

3
4 By: /s/
JOHN N. CARTER

5 Attorneys for Defendant
6 CDW LLC

7 Dated: March 18, 2013 Renner, Otto, Boisselle & Sklar, LLP

8
9 By: /s/
MARK C. JOHNSON

10 Attorneys for Defendants
11 Victor Hasselblad AB and Hasselblad USA
Inc.

12 Dated: March 18, 2013 Sills Cummis & Gross P.C.

13
14 By: /s/
SCOTT D. STIMPSON

15 Attorneys for Defendants
16 Casio America, Inc. and Casio Computer Co.,
17 Ltd.

18 Dated: March 18, 2013 Turner Boyd LLP

19
20 By: /s/
JOSHUA M. MASUR

21 Attorneys for Defendants
22 ASUS Computer International and ASUSTeK
Computer Inc.

23 Dated: March 18, 2013 Bostwick & Jassy LLP
24 Kilpatrick Townsend & Stockton LLP

25
26 By: /s/
GARY L. BOSTWICK

27 Attorneys for Defendant
28 Motorola Mobility LLC

1 Dated: March 18, 2013 Jones Day

2
3 By: /s/
4 FRANK P. COTE

5 Attorneys for Defendant
6 Apple Inc.
7

8 **SO ORDERED.**

9
10 DATED: _____

11 Hon. Otis D. Wright, II
12 UNITED STATES DISTRICT JUDGE
13
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15
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17
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